

Panaji, 7th April, 1989 (Chaitra 17, 1911)

SERIES II No. I

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### GOVERNMENT OF GOA

#### Department of Personnel

Order

No. 3/40/88-PER

On placement of his services at the disposal of this Government by the Government of India, Ministry of Home Affairs, New Delhi vide Wireless Message No. U.14020/11/88-UTS dated 28-11-1988 the Government of Goa is pleased to appoint Shri Lalmalsawma, IAS, as Special Secretary (Planning) with immediate effect.

Shri Lalmalsawma had reported to this Government on 20-2-1989 and was awaiting posting. He shall be paid his salary for the period he was awaiting posting against the post of Special Secretary (Planning).

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 15th March, 1989.

Order

No. 31/1/84-PER

On the recommendation of the Government of India, Ministry of Personnel, Public Grievances and Pensions (Department of Personnel & Training) and Union Public Service Commission, Shri M. V. Prasad is appointed on probation for a period of 2 years with effect from 2nd March, 1989 (A.N.) to the Grade II post of Police Service, in pay scale of Rs. 2000-60-2300-EB-75-3200-100-3500 under Rule 5(a) of the Goa, Daman and Diu Police Service Rules, 1973.

By order and in the name of the Governor of Goa.

Smt. Prabha Chandran, Under Secretary (Personnel).

Panaji, 20th March, 1989.

### Directorate of Vigilance

Memorandum

No. 1-4-78-VIG (Vol. III)

Sanction of the Chief Vigilance Officer is hereby conveyed to the appointment of Shri L. L. I. Gracias, Addl. S.P., C.I.D., Crime Branch, as Vigilance Officer for the Police Department, Panaji-Goa, with immediate effect.

This supersedes the Memorandum earlier issued appointing the Vigilance Officer in the above office.

S. D. Sadhale, Deputy Director (Vigilance).

Panaji, 13th March, 1989.

### Revenue Department

Notification

No. 22/50/89-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of D2-D3 combined of S.I.P. from Ch. 6.05 to 7.26 kms. (alternate alignment) in Mullern village in Salcete Taluka.

And Whereas in the opinion of the Government the provisions of sub-section (1) of section 17 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") are applicable.

Now, therefore the Government hereby notifies under sub-section (1) of section 4 of the said Act that the said land is likely to be needed for the purpose specified above.

The Government further directs under sub-section (4) of section 17 of the said Act that the provisions of section 5A of the said Act shall not apply in respect of the said land.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other person employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of section 3 of the said Act, the Special Land Acquisition Officer (S.I.P.) Gogal Margao to perform the functions of a Collector South Goa District, Margao under the said Act in respect of the said land.

5. The Government also authorises, under sub-section (2) of section 4 of the said Act, the following officers to do the acts specified therein in respect of the said land.

1. The Collector, South Goa District, Margao.
2. The Special Land Acquisition Officer (S.I.P.) Gogal, Margao.
3. The Executive Engineer, W. D. XII, I. D. Fatorda, Margao.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Special Land Acquisition Officer, (S.I.P.) Gogal Margao for a period of 30 days from the date of publication of this Notification in the Official Gazette.

## SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Mullem

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
151/1 part	H: Raghuvir Paiguinkar. T: Uttam Nagu Gaonkar.	50.00
" /2 part	H: Raghuvir Paiguinkar. T: Satu Yesu Gaonkar.	350.00
" /3 part	H: Raghuvir Paiguinkar. T: Satu Yesu Gaonkar.	150.00
" /4 part	H: Raghuvir Paiguinkar. T: Uttam Nagu Gaonkar.	290.00
" /5 part	H: — do —	350.00
" /6 part	H: Raghuvir Paiguinkar. T: Satu Yesu Gaonkar.	150.00
" /13	H: Raghuvir Paiguinkar.	175.00
" /7 part	H: Raghuvir Paiguinkar. T: Satu Yesu Gaonkar.	75.00
" /10 part	H: Raghuvir Paiguinkar. T: Bombo Ganesh Gaonkar.	1500.00
" /11 part	H: Iris Silva. T: Constancio Carvalho.	700.00
" /12 part	H: Iris Silva.	250.00
152/part	H: 1. Raghuvir Paiguinkar. 2. Suberai P. Naik. 3. Kranti P. Naik. 4. Jayesh P. Naik alias Devendra P. Naik. 5. Ganesh P. Naik alias Jitendra P. Naik.	4425.00
150/33 part	H: Francisco Monte de Silva Miranda.	100.00
149/2 part	H: Raghuvir Paiguinkar.	2000.00
149/7 part	H: Xavier Monte de Silva Miranda.	300.00
148/1	H: Raghuvir Paiguinkar.	300.00
" /2 part	H: Xavier Monte de Silva Miranda.	400.00
" /3 part	H: Raghuvir Paiguinkar.	550.00
" /4 part	H: Xavier Monte de Silva Miranda.	1500.00

## Boundaries:

North: S. No. 151/11, 10, 1, 2, S.  
No. 150/12, 33, S. No. 152,  
149/2.

South: Land already acquired.

East: S. No. 148/4, 2, S. No.  
149/7.

West: S. No. 151/11, 151/10, 1,  
3, 2.

142	H: Babu Sitaram Naik.	150.00
141/1 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello. Antonio Fernandes.	100.00
" /2 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	50.00
" /3 part	H: — do —	50.00
" /8 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Bernardo Fernandes.	100.00
" /9 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	50.00
" /14 part	H: — do —	425.00
" /15 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz.	25.00
" /18 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	100.00
" /19 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	125.00
" /20 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	550.00
" /21 part	H: — do —	100.00
" /22 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	100.00

1	2	3
" /24 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Bernardo Fernandes.	4000.00
" /32	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	100.00
" /33 part	H: — do —	50.00
" /35 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	100.00
" /36	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	75.00
141/37	H: 1. Xavier Monte de Silva Miranda. 2. Francisco Longuinho Vaz. T: Bernardo Fernandes.	300.00
" /38 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	150.00
" /39 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	125.00
" /40 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	100.00
" /41 part	H: 1. Xavier Monte de Silva Miranda. 2. Francisco Longuinho Vaz. T: Antonio Fernandes.	300.00
" /43 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz.	50.00
" /45 part	H: — do —	50.00
" /46	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	75.00
" /47 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Bernardo Fernandes.	50.00
" /49 part	H: — do —	25.00
" /50 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	50.00
" /51 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Bernardo Fernandes.	280.00
" /52 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	175.00
" /53 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	25.00
" /54 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	75.00
" /59 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz.	25.00
141/60	H: 1. Xavier Monte de Silva Miranda. 2. Francisco Longuinho Vaz. T: Bernardo Fernandes.	75.00
" /61	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	224.00
" /62 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Bernardo Fernandes.	400.00
" /67 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	75.00
" /68 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	75.00
" /70 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	100.00
" /73 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz.	500.00
" /74 part	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Joao D'Mello.	75.00
" /76	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz.	100.00
" /81	H: Xavier Monte de Silva Miranda, Francisco Longuinho Vaz. T: Antonio Fernandes.	50.00

1	2	3
" /82 part	H: — do —	50.00
" /83 part	H: Xavier Monte de Silva Miranda. Francisco Longuinho Vaz.	50.00
153/2 part	H: Minguel Cardoz. Caitano Cardoz.	250.00
" /3 part	H: Caitano Cardoz.	50.00
" /4 part	H: Minguel Cardoz.	1800.00
154/1 part	H: Raghuvir Paiguinkar.	100.00
" /2 part	H: Joao D'Mello.	3200.00
" /4 part	H: Adozinda Mascarenhas.	600.00
" /5	H: — do —	200.00
" /6	H: — do —	100.00
" /7	H: — do —	125.00
" /8 part	H: — do —	250.00
" /9	H: — do —	100.00
" /10 part	H: — do —	400.00
154/11 part	H: Adozinda Mascarenhas.	650.00
" /12	H: — do —	400.00
" /13	H: — do —	75.00
" /14	H: — do —	125.00
" /15 part	H: — do —	100.00
" /18 part	H: Lorenzo Fernandes.	25.00
" /19 part	H: Adozinda Mascarenhas.	75.00
" /20 part	H: — do —	175.00
" /21 part	H: — do —	250.00
" /22 part	H: — do —	250.00
" /23	H: — do —	170.00
154/24	H: — do —	115.00
" /25	H: — do —	50.00
" /26	H: — do —	50.00
" /27 part	H: Adozinda Mascarenhas.	300.00
" /28	H: — do —	50.00
" /29 part	H: — do —	225.00
" /31 part	H: — do —	150.00
" /32	H: — do —	75.00
" /38 part	H: — do —	150.00
155	H: Jonnic Antao.	150.00

**Boundaries:**

North: Land already acquired.

South: S. No. 154/18, 19,  
154/20, 21, 22, 31, 10, 154/11,  
29, 38, 27, 4, 14, 15, 16.East: S. No. 141/3, 9, 21, 22, 33,  
40, 47, 54, 62, 67, 68, 70, 74,  
73, 82, 83.West: S. No. 141/24, 41, 43, 45,  
153/4, 154/2.

Total ..... 34200.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 14th March, 1989.

**Notification**

No. 22/21/89-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for Rehabilitation of Shri Karim Saheb Bepari for construction of St. Cruz bye pass of NH-17.

Now, Therefore, the Government hereby notifies, under sub-section (1) of section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this

Notification, will, under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector (LA) Collectorate, North Goa District, Panaji to perform the functions of a Collector North Goa District, Panaji under the said Act in respect of the said land.

5. The Government also authorise, under sub-section (2) of section 4 of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector, North Goa District, Panaji.
2. The Deputy Collector (LA) Collectorate, North Goa District, Panaji.
3. The Executive Engineer, Works Division XIII, Panaji.
4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Dy. Collector (LA) Collectorate, North Goa District, Panaji for a period of 30 days from the date of publication of this Notification in Official Gazette.

**SCHEDULE**

(Description of the said land)

Taluka: Tiswadi.

Village: Murda.

Survey No. Sub. Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
76/16 part	1. Caitano D'Mello. 2. Dorotin D'Mello.	170.00
	North: S. No. 76/16 (Land already acquired).	
	South: Road.	
	West: S. No. 76/16.	
	West: S. No. 76/16.	
	Total .....	170.00

By order and in the name of the Governor of Goa.

P. S. Nadkarni, Under Secretary (Revenue).

Panaji, 27th February, 1989.

**Public Health Department****Notification**

No. 13/11/88-I/PHD

In exercise of the powers conferred by sub-section (1) of section 9 of the Prevention of Food Adulteration Act, 1954 Central Act (XXXVII of 1954), read with rule 8 of the Prevention of Food Adulteration Rules, 1955 and in supersession of Public Health Department's Notification No. ILD/HS/3885/66 dated 14th July, 1970, published in the Government Gazette, No. 17, Series II, dated 23-7-1970, the Government of Goa is pleased to appoint Kum. Iva Fernandes and Shri Rajiv Korde as Food Inspectors and to assign to them all the local areas of the State of Goa.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 28th March, 1989.

## Notification

No. 13/30/87-I/PHD

In exercise of the powers conferred by section 21 of the Dentists Act, 1948 (Central Act 16 of 1948) (hereinafter referred to as the "said Act"), the Government of Goa is pleased to constitute the Goa State Dental Council consisting of the following members with immediate effect:

(a) Members elected from among themselves by the Dentists registered in part 'A' of the State register:—

- (1) Dr. C. D. P. Mascarenhas.
- (2) Dr. S. B. Shetye.
- (3) Dr. A. R. S. Sardessal.
- (4) Dr. J. Menino Mascarenhas.

(b) Members elected from among themselves by Dentists registered in part 'B' of the State register.

- (1) Dr. Alvaro F. E. A. D'Souza.
- (2) Dr. Camilo F. A. de Jesus Silva.
- (3) Dr. Alberto P. L. Afonso.

(c) Dean, Goa Dental College and Hospital nominated in terms of section 21(c) of the said Act.

(d) Members nominated by Government in terms of section 21(c) of the said Act.

- (1) Dr. K. P. Kamat, Professor, Goa Dental College and Hospital.
- (2) Dr. (Mrs.) Hardeep Kaur, Dental Surgeon, Directorate of Health Services.
- (3) Dr. S. B. Sardessal, Deputy Director (Dental), Directorate of Health Services.

By order and in the name of the Governor of Goa.

L. J. Menezes Pais, Under Secretary (Health).

Panaji, 15th March, 1989.

## Department of Labour

## Notification

No. 28/2/83-ILD

Whereas the Government of Goa is satisfied that the public interest so requires that the sugar industry in the State of Goa (hereinafter called the 'said industry'), should be declared to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter called the 'said Act').

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the said Act, the Government of Goa hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Labour).

Panaji, 13th March, 1989.

## Order

No. 28/35/85-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 8th August, 1988.

## IN THE INDUSTRIAL TRIBUNAL

## GOVERNMENT OF GOA

## AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No.: IT/34/85

Shri Ulhas D. Naik

— Workman/Party I

V/s

M/s Kadamba Transport Corporation Ltd.

— Employer/Party II

Workman represented by Adv. A. V. Afonso.

Employer represented by Shri R. K. Pillai, Legal Adviser.

Panaji. Dated: 19-7-1988

## AWARD

This is a reference made by the Govt. of Goa, by its order No. 28/35/85-ILD dated July 11, 1985 with an annexure scheduled thereto which reads as follows:

"Whether the action of the employer M/s Kadamba Transport Corporation Limited, Panaji-Goa, in refusing the employment to Shri Ulhas D. Naik, Conductor w.e.f. 9-1-1985 is legal and justified.

If not, to what relief the workman is entitled to?"

2. After the above government reference u/s 10(1)(d) of Industrial Disputes Act (Hereinafter referred to as the 'Act') was received, notices were issued to the parties and they appeared in due course and the statement of claim was filed by Party No I, Conductor on 23rd Aug., '85. By way of reply the Managing Director of Kadamba Transport namely Party No. II filed the written statement on 20-9-1985. The Party No. I, then filed the rejoinder by way of counter reply to the written statement on 4-11-1985 and with these pleadings on record my predecessor felt that the Govt. reference was self-eloquent and it covered the pleadings of both parties and by his order dated 16-12-1985 he held that no additional issues were needed for consideration in this matter.

3. The Parties then went on trial but the matter stood adjourned from time to time and could not be heard till the retirement of my predecessor on 21-7-1986. The matter remained on dormant file till I took over and notices were issued to the parties at my instance. The parties appeared on 3-2-1988 and further recording of evidence took place on that day as well as the adjourned dates. Documentary evidence is also led in this case.

4. From the pleadings of the parties and on the basis of the oral and documentary evidence the following facts can be recapitulated.

5. The Party No. I by name Ulhas D. Naik was appointed as a Conductor with Party II Kadamba Transport Corporation (hereinafter referred to as—corporation—) on 18-5-1981. He was confirmed on 1-10-84 admittedly. The dispute started when the conductor went on leave—as claimed by him on 3-12-1984. Admittedly he did not report for duty on that day nor any application for leave was sent by him. He continued to remain on leave from 4-12-1984 onwards till 14-1-1985 the day on which the letter terminating his services was received by him. Realising that his absence from 3-12-1984 to 9-1-1985 was treated by the Corporation as absence without prior permission or intimation in breach clause 24-A2 of the Standing Orders, he started his efforts to convince the authorities about his absence, continuously for a period of 36 days or so. He sent a letter Exb. W-9 to the Gen. Manager on 15-1-1985 viz, next day of the receipt of the letter of termination explaining the circumstances under which he remained absent. He wrote another letter Exb. W-10 on 19-1-1985, followed by another letter dated 21-1-1985 Exb. W-12 addressed to the Dy. Manager. According to the Conductor during this relevant period he was sick and he had taken steps to inform the Corporation about his sickness asking for leave.

6. This case made out by the workman is not acceptable to the management who claim that the Conductor is a habitual absentee and in support of this allegation they have cited previous examples of absenteeism namely 20 days' absence in 1982; 37 days' absence in 1983 and 52 days' absence in 1984. These previous instances of absence without prior permission are all admitted by the Conductor. With this given back-ground it has now to be seen whether

the party No. 1/Conductor has properly explained away his absence from duty continuously for a period of over 41 days from 3-12-1984 to 15-1-1985, the day on which he sent a letter Exb. W-9 to the General Manager.

7. In his deposition recorded on 9-3-1988 the workman-Conductor Ulhas Naik states that the day of 2nd December 1984 was his weekly off day. He did not join duty on 3-12-1984 on account of some domestic work but no leave application was sent by him. On 4-12-1984 he was to go to Margao depot to join but did not go to join duty. He is a resident of Volvoi near Ponda. He went to E.S.I. Doctor at Ponda and took his treatment. That doctor issued certificate for the treatment of earlier day as well as for the period of 5-12-1984 to 11-12-1984. On 12-12-84 he again went to the doctor who gave certificate for 12-12-84 to 16-12-84. On 17-12-1984 he again went to E.S.I. doctor who gave him a certificate for 17-12-1984 to 23-12-1984. Thereafter on 24-12-1984 he again went to E.S.I. doctor and on that day the E.S.I. doctor issued him a fitness certificate which is at Exb. W-6.

8. Pausing for a moment here and even accepting that the Conductor was under valid medical treatment for that much period it is normally expected that he joined his duty on 25-12-1984. Surprisingly this has not happened. In the latter part of his deposition the Conductor wants us to believe that while walking along with the fitness certificate Exb. W-6 he went to his sister at Kavale, where he developed stomach pain for which he went for the treatment of a private doctor at Kavale by name A. S. Shirodkar under whose treatment he was till 13-1-1985. That doctor issued him a certificate on 20-8-1985 which is at Exb. W-7. This certificate issued on 20-8-1985 makes a reference about the treatment up to 13-1-1985 because the date of 13-1-1985 is important for very many reasons. The termination from service is w.e.f. 9-1-85 and the letter of termination was received by the Conductor on 14-1-1985. The E.S.I. doctor had issued fitness certificate Exb. W-6 on 24-12-84. Naturally, the absence from 25-12-84 to 13-1-1985 has to be explained and to explain this absence the Conductor obtained the certificate of Dr. Shirodkar on 20-8-1985.

9. It is rather interesting to see what this doctor Shirodkar has to say in the matter. In his brief examination-in-chief of four lines he stated that he issued the certificate in the name of one Ulhas Naik on 20-8-1985 for the treatment of jaundice between 24-12-1984 to 13-1-1985. With this brief examination-in-chief it would be further interesting to see what this doctor has to say in the cross-examination. He admits that he examined the patient only once and that too on 24-12-1984 and thereafter he did not see his face at all. According to him the brother-in-law of the patient used to go to him for taking medicine. The patient's brother-in-law paid him the fees. He has not kept any record about the treatment of the patient between 24-12-84 to 13-1-1985. By memory only he stated that the patient was under his treatment. Similarly by memory only he issued the certificate to the effect that the patient was under his treatment between 24-12-84 to 13-1-85. About 13-1-85 he did not examine the patient at all but he just examined the urine brought by the brother-in-law and he found that the urine was clear and the patient was deemed to be cured at Jaundice. Much comments are not needed on the attitude of the doctor, and suffice it to note that the doctor has no regard for truth. I wish to leave the matter of the conduct of the doctor here only.

10. Adverting then to the evidence of the Conductor himself he has no record showing that he had applied for leave between 3-12-1984 to 9-1-1985. The fellow-Conductor to whom he had given the leave application—Pandurang Tari on 4-12-1984 is not examined. Prior to 11-12-1984 he was sending leave applications to Margao depot to which he was attached. However, for the period between 4-12-1984 to 9-1-1985 no leave application is sent to Margao depot admittedly. Still he now wants us to believe that on this occasion he sent his applications as well as E.S.I. certificates to the Head Office at Panaji. This conduct is inexplicable and this statement seems to be an after thought, because he has called for duplicates of E.S.I. certificates. Where are the originals? Nobody knows! Further even accepting the evidence of the E.S.I. doctor Gauthankar to be true the conductor was getting treatment at the most between 4-12-84 to 23-12-84. As per the fitness certificate the conductor was supposed to join his duties on or after 24-12-84. However he was wandering till 13-1-1985 and he got out of his slumber only on 14-1-1985 when he received the letter of termination. A legitimate inference has to be drawn to hold that he made frantic efforts to explain the absence and with the help of

his brother-in-law who is from Kavale he caught hold of a doctor of Kavale and procured a certificate on 20-8-85. This is the only and possible inference which is admissible in the given circumstances. I am constrained to draw this inference because this Conductor went to Panaji on 29-12-1984 and collected his E.S.I. dues. Why he did not go to near by Corporation office to report about his absence. It is quite clear that he went to E.S.I. office because he got the money due to him under E.S.I. benefits.

11. Hence upon a careful consideration of the facts and evidence on record it is reasonable to hold that for some reasons the conductor avoided joining his duties and after receiving the letter of termination he started moving the authorities and his letter dated 15-1-1985 Exb. W-9 addressed to the General Manager is a pointer to this. The allegation that he is victimized because of his union activities is a myth. There is no evidence showing that he was an active worker of the union. On the contrary his past record belies him.

12. On 10th August, 1981 a memo Exb. E-4 was issued to him for possessing excess amount of Rs. 25.92 on 29-7-81 and for not issuing tickets to three adult passengers on 15-7-81 for which he was charged. At that time excess amount of Rs. 13.90 was found with him. As per Exb. 5 and 6 for these lapses he was fined Rs. 80/- on 23rd Nov., '84, and Rs. 30/- on the same day. In addition to these defalcations, he was administered warnings for absence without permission for 20 days, 37 days and 52 days in 1982, '83 and 1984 respectively. If all these aspects are considered cumulatively it has to be held that the Conductor is a habitual absentee and his last absence proved to be a straw on camel's back.

13. The question then is whether the Corporation erred in law in terminating the services without enquiry. For this reliance is placed on Standing order no. 24-A.—These standing orders (a zerox copy) are produced in Misc. case papers. It so happened that the evidence of a Corporation employee by name Kunkolikar was partly recorded before my Predecessor on 15-4-85 but after recording the evidence for about ten lines the matter got struck for want of certified standing orders. Hence the matter stood adjourned for production of the same. The roznama shows that this was the only evidence recorded before my Predecessor. The roznama shows that thereafter my Predecessor retired and Kunkolikar's evidence was completed before me on 3-2-1988. Rightly or wrongly the certified standing orders remained to be exhibited. From the copy I find that the Certified Standing Orders of the Corporation are drafted by the office of the Labour Commissioner and copy of the draft standing order was obtained by the Corporation from that office on 6th December, 1985. The standing orders are a public document and they can be considered as a piece of evidence.

14. Adverting then to clause 24(a) of the Standing Orders relating to "termination of Employment" I find that as per Sub-clause (ii) "If a workman remained absent without intimation or prior permission for a period exceeding 30 days the employer-Corporation has a right to deem that the workman resigned from the services and employer-Corporation is entitled to consider such workman as having voluntarily resigned from the job". A plain reading of the order shows that the action taken by the Corporation on 9-1-1985 was just and proper in the given circumstances.

15. While re-appraising the same facts and the set of evidence the tribunal has to see whether this is a case of victimization and whether the Corporation is cleverly attempting to interpret the order No. 24 (A) to its advantage because of the alleged union activities of the ex-Conductor. I feel that the statement regarding union activities is a myth and the admission given in cross examination do belie the ex-Conductor. He makes a bald statement that the management harassed him simply because he was a union member. He admits that he was not an office bearer. He does not remember when the union was formed exactly. He further admits that there was no union between 1981 to 1983 during which period memos were issued to him and fine was imposed on him at the end of the disciplinary action taken against him. Hence the statement that he is a victim due to his union activities seems to be an after thought.

16. It is true that the management similar to previous occasions could have imposed a lesser penalty. However it was within the discretion of the management as to what action should be taken against an erring employee. It is just probable, that the management was fed up with the conduct of the employee due to his repeated absenteeism.

A careful consideration of the previous absence for quite a long period shows that the employee has formed a habit of remaining absent for a long period, blissfully under the impression that his lapses would be exonerated. This time, however his calculation went wrong and a drastic action was taken against him probably due to the sanction of the standing orders which became operational from 12th March, 1984 when the then Asstt. Labour Commissioner acting as a Certifying Officer sanctioned them. Hence considering all these aspects there are reasonable grounds to hold that the action of the management is just and proper and the only question is whether the order of termination is legal.

17. In this regard reliance is placed by the opponent Corporation on certain authorities of the High Courts and Supreme Court. There is the case of Orissa Road Transport Company v/s. Lal Mohar and other reported in 1973 ILL.L.J. Page 49. In that case as per standing order 13(6) proviso there was to be automatic termination of the employment if there was consecutive absence for 7 days. It was urged before the Tribunal that there is victimisation. Evidence was led before the Tribunal about the previous instances of consecutive absence. The tribunal did hold that the workman was consecutively absent from 16-2-1969 till 31-3-1969. However, the Tribunal felt that the employer had taken into consideration all previous instances of absence into consideration while passing the order of termination. On this ground the Tribunal set aside the order of termination and the order was challenged before the High Court. The Division Bench of the High Court came to a conclusion that "Automatic termination would be the necessary consequence of absence for the requisite period", while taking this decision the Div. Bench had relied on a Supreme Court case in the case of National Engineering Industries Ltd. v/s. Hanuman reported in 1967 ILL.L.S. Page 883 — A.I.R. 1968 S.C. page 33 where in the Supreme Court has observed that "where there is absence from duty for a period exceeding seven consecutive days, there is automatic termination of the employment. The consequence of the delinquency is that nothing more has to be done to dissolve the relationship of employer and employee".

18. The above facts apply to the present case on all force. In that case the period was just seven days while in the instant case it is thirty days. Yet the Conductor remained absent for over forty one days which is an unpardonable wrong and the delinquent must take the consequences of his irresponsible behaviour.

19. Considering the facts and legal position I hold that the action of the Corporation in terminating the services of the workman-Conductor is just and proper and the same does not call for any interference. In the result, I pass the following order.

#### ORDER

It is hereby held that the action of the employer, M/s. Kadamba Transport Corporation Limited, Panaji, Goa in refusing employment to Shri Ullhas D. Naik, Conductor w.e.f. 9-1-1985 is just and legal and the same does not call for any interference.

The parties are directed to bear their own costs.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

Order

No. 28/42/85-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 14th October, 1988.

## IN THE INDUSTRIAL TRIBUNAL, GOVERNMENT OF GOA AT PANAJI

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Ref. No. IT/49/85

Workmen — Party I  
V/s  
M/s. Pimenta Cement Products, — Party II  
Margao Goa.

Employer represented by Adv. B. G. Kamat.

Workmen represented by Shri Subhas Naik, Secretary,  
Goa Trade & Commercial Workers Union.

Panaji, dated 1-10-1988.

#### A W A R D

This is a reference made by the Govt. of Goa, by its order No. 28/42/85-ILD dated 17th October, 1985 with an annexure scheduled thereto which reads as follows:

"Whether the action of the employer M/s. Pimenta Cement Products, Murida, Fatorda, Margao, Salcete-Goa, in terminating the services of the following 5 workmen w.e.f. 4-4-1985 is legal and justified:—

Sr. No.	Name of the worker:
1.	Shri Camilo Dias.
2.	Shri Jose Silva.
3.	Shri Ramchandra Shirodkar.
4.	Shri Joao Furtado.
5.	Shri Francis Gaonkar.

If not, to what relief the workmen are entitled to?

The above industrial dispute was raised by the Union on behalf of the 5 workmen. The claim statement was filed way back on 11-12-1985, the written statement was filed on 13-1-1986, and the rejoinder of the workmen was filed on 24-2-1986. With these pleadings my Predecessor felt that no other issue besides the Govt. reference was necessary excepting the proof of the relationship of the employer and employees between the management and the workmen. Thereafter the evidence of the President of the Goa Trade and Commercial Workers' Union by name Christopher Fonseca was recorded on 21st March, 1988 and the matter was adjourned from time to time because there was a move for settlement.

Today, the representative for the employer has filed the statement informing the Court that the Unit is closed and all legal dues are paid to the workmen and all the 5 workmen have accepted the dues and have acquiesced in the termination of their services. Shri Subhas Naik, the representative for the workmen has endorsed on this statement to the effect that he had seen the receipts signed by the workmen which were shown to him by the employer and he is satisfied that the workmen have no relief to claim in the matter. He has also endorsed to the effect that the Unit where the 5 workmen were working is now closed and the reference does not survive. In view of this, I pass the following order:

#### ORDER

The industrial dispute giving rise to the Govt. reference dated 17th October, 1985 does not survive as the Unit of M/s. Pimenta Cement Products, Murida, Fatorda, Margao and Salcete, Goa is closed and the 5 workmen have received all their legal dues and have acquiesced in the position that their services are properly terminated. Consequently the termination of the services of the 5 workmen referred to in the Govt. reference turns out to be legal and justified and the Government reference is answered accordingly.

As the 5 workmen have received their legal dues and have not claimed reinstatement they are not entitled to any relief in this matter.

The parties do bear their own costs. Inform the Government accordingly about the award passed in this matter.

S. V. Nevagi,  
Presiding Officer,  
Industrial Tribunal.



Order

No. 28/34/87-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of Section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

Subhash V. Elekar, Under Secretary (Industries and Labour).

Panaji, 8th July, 1988.

**IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA  
AT PANAJI**

(Before Shri S. V. Nevagi, Hon'ble Presiding Officer)

Reference No.: IT/77/87

Shri Mohan G. Naik — Workman/Party I

V/s

The Goa Co-op. Marketing & Supply Federation Ltd. — Employer/Party II

Employer represented by G. K. Sardessai, Advocate.

Panaji. Dated: 15-6-1988

**AWARD**

This is a reference made by the Government of Goa, by its order No. 28/34/87-ILD dated 21st November, 1987 with an annexure scheduled thereto which reads as follows:

"Whether the action of the management of M/s Goa Co-operative Marketing and Supply Federation Limited, Panaji in terminating the services of Shri Mohan G. Naik, Helper, with effect from 15-7-1984 is legal and justified?

If not, what relief the workman is entitled to?"

2. When the reference was received in this office the post of Presiding Officer was vacant. When I took over, the notices were issued to the parties returnable on 3-2-88. On that day, Party I, who was present in person took time to engage an Advocate and the matter was adjourned to 2-3-88. On that day the representative of workman sought to file the claim statement but did not file the same on the ground that the workman was not available for signature. The matter therefore stood adjourned to 6-4-1988 for filing the claim statement. On 6-4-1988, Shri G. Shirodkar, Advocate for the workman informed the Court that in spite of repeated letters the workman did not turn up to sign the claim statement. Hence, at his request, the matter was adjourned to 3-5-88. On 3-5-1988, Shri G. Shirodkar filed application stating that the workman did not turn up to verify and sign the claim statement. On this count the Advocate withdrew his Wakalatnama. Hence, as per rules, notice was issued to the workman returnable on 14-5-1988. On 14-5-1988, the workman appeared and took time to file claim statement. The matter was adjourned to 26-5-1988. On 26-5-1988, the workman remained absent and the Party II filed the written statement in the absence of the claim statement and the matter was adjourned to 9-6-1988 when the employer filed the written statement. As the workman was absent on this day too the matter was adjourned for this day for ex-parte hearing.

3. Today, the evidence of the three witnesses for the Party No. II/Employer is recorded and they include, Mudhusudan S. Salgaonkar, a Purchase and Sales Officer in the Opponent Goa Co-operative Marketing Society who has produced the correspondence relevant for this case and the same includes the show cause notice issued to the workman and the reply of the workman.

4. The other evidence is that of the Enquiry Officer, Ulhas B. Raikar, who had conducted the enquiry into the charges levelled against Party I/Workman. The charges levelled against Party No. II were that of drunkenness, indecent conduct and mis-behaviour and absenteeism, amounting to indiscipline.

5. In support of its case the management — with a view to prove the charges — examined four witnesses and they were Ms. Fernandes, Mr. Umesh Naik, Alfred D'Souza, Pramod A. Raikar. The Party No. I had participated in the enquiry proceedings and had cross examined the witnesses as seen from the case papers which are at Exb. E-1. I have carefully gone through the case papers of the enquiry proceedings and I find that the enquiry conducted against the workman was fair, just and proper and the workman was given full opportunity to put forth his case and also to dispel the charges levelled against him. At the end of the enquiry the enquiry officer held the charges of drunkenness while on duty; indecent mis-behaviour in the premises of the Marketing Federation; absence from work without proper sanction or permission and indiscipline as duly proved. From the case papers it appears that the Chairman of the Marketing Federation by his order dated 15-7-1984 terminated the services of Party No. I, by accepting the finding of the enquiry officer. It appears that the workman has nothing to urge in the matter presumably because he very well knew that his services were terminated at the end of a proper enquiry. Upon a careful consideration of the facts and evidence on record I hold that a due and proper enquiry was held against the workman/Party No. I, into the charges of drunkenness and indiscipline and mis-behaviour while on duty and remaining absent from work without prior permission. These are the charges which are duly and properly proved and the services are terminated on those counts. I find that the charges are grave and the penalty of termination from service seems to be just and proper in the circumstances of the case. I, therefore, hold that the order of termination is just and proper. Incidentally, I find that similar charge of drunkenness and mis-behaviour was levelled against Party I/Workman and from the relevant papers regarding that episode produced by the witness Mudhusudan Salgaonkar at Exb. E-4, I find that a penalty of fine was imposed on the workman with a view to give him a chance to improve his conduct. It seems that the conduct of workman is incorrigible and on this count also the punishment of dismissal from service seems to be just and proper. I therefore, do not find any reason to invoke my powers under section 11-A of the Industrial Disputes Act, 1947 to see whether the order of dismissal is just and proper. I do not find any scope for interference and pass the following order.

**ORDER**

It is hereby held that the action of the management of M/s. Goa Co-operative Marketing & Supply Federation Ltd., Panaji in terminating the services of its Helper, Mohan G. Naik w.e.f. 15-7-1984 is just and legal and the same does not call for any interference and the workman is not entitled to any relief in this case. The parties do bear their own costs.

The Government may be informed accordingly.

S. V. Nevagi  
Presiding Officer  
Industrial Tribunal

**Finance (Expenditure) Department**

Order

No. 6/6/87-Fin (Exp)

On the recommendations of the Departmental Promotion Committee, the Government is pleased to promote with immediate effect Shri S. R. Dhupkar, Accounts Officer under the Common Accounts Cadre presently posted in the P.W.D., Altinho, Panaji, to the post of Jt. Director of Accounts in the pay scale of Rs. 3000-100-3500-125-4500 on ad-hoc basis. On his promotion, Shri Dhupkar is posted as Jt. Director of Accounts in the P.W.D., Altinho, Panaji vice Shri D. S. Kenkre, Jt. Director of Accounts, transferred.

2. This ad-hoc promotion will not bestow on Shri Dhupkar any claim for regular appointment (promotion) and services rendered by him in the Grade will not count for the purpose of seniority in the Grade or for eligibility for promotion to the next Grade.

3. Consequent upon the promotion of Shri S. R. Dhupkar, the Government is further pleased to order the following

transfers and posting of the officers of the Common Accounts Cadre as indicated against each:—

Sr. No.	Name of the Officer & present posting	Posted as
1	2	3
1.	Shri D. S. Kenkre, Jt. Director of Accounts, P. W. D., Altinho, Panaji.	Jt. Director of Accounts, Directorate of Health Services vice Shri N. M. Nadkarni, Jt. Director of Accounts, transferred to R.D.A. on deputation.
2.	Shri N. M. Nadkarni, Jt. Director of Accounts, Directorate of Health Services, Panaji.	Senior Accounts Officer, Rural Development Agency, Panaji on deputation.
3.	Shri J. V. Nigalye, Chief Accounts Officer, presently on deputation to Goa Housing Board, Panaji.	Accounts Officer in P.W.D., Altinho, Panaji vice Shri S. R. Dhupkar, promoted.
4.	Shri A. R. Kukalekar, Asstt. Accounts Officer, Directorate of Social Welfare, Panaji.	Chief Accounts Officer in the Goa Housing Board, Panaji on deputation vice Shri J. V. Nigalye, re-patriated.

4. The deployment of S/Shri Nadkarni and Kukalekar shall be on deputation basis for a period of one year in the first instance and it shall be regulated as per standard terms and conditions of deputation as contained in Appendix 31 of the Chaudri's Compilation of the Civil Service Regulations.

By order and in the name of the Governor of Goa.

K. M. Nambiar, Under Secretary (Finance Exp.).

Panaji, 23rd February, 1989.

Order

No. 6/15/88-Fin(Exp)/Part

Government is hereby pleased to appoint Shri T. A. Anantanarayanan, a retired Officer of the A. G. Maharashtra on contract basis as "Officer on Special Duty" on a consolidated pay of Rs. 4,000/- p.m. for a period of one year initially with effect from the date of his joining the duties.

The contract employment shall be governed by the terms and conditions contained in the Agreement that will be

executed between the Government and Shri T. A. Anantanarayanan.

By order and in the name of the Governor of Goa.

K. M. Nambiar, Under Secretary (Finance Exp.)

Panaji, 16th March, 1989.

### Law (Establishment) Department

Notification

No. 2-3-86/LD(IV)

In pursuance of Rule 7 of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules 1985 (hereinafter referred to as the said Rules) read with Section 16 of the Goa, Daman and Diu Civil Courts Act, 1965 (Act 16 of 1965) the Government of Goa in consultation with the Committee constituted under Rule 7 of the Rules, is hereby pleased to appoint Shri Bhimrao Dhondiram Divekar, Advocate, for the post of Civil Judge Junior Division under (Grade II), Goa, Daman and Diu Civil Service (Judicial Branch) Rules in a purely temporary capacity against the vacancy reserved for Scheduled Caste with effect from the date he assumes the charge and his appointment will be subject to the decision of Writ Petition No. 8/88 and 9/88 pending now with the High Court of Judicature at Bombay Goa Bench at Panaji.

He will draw his pay in the scale of Rs. 2000-60-3000-EB-75-3200-100-3500.

The appointment is subject to the terms and conditions contained in this Department's Memorandum No. 2-3-86-LD (IV) dated 8-10-1986 and the provisions of the Goa, Daman and Diu Civil Service (Judicial Branch) Rules 1985.

Shri B. D. Divekar, should report himself either to the District and Sessions Judge, North or South Goa as may be directed by the High Court. If he fails to join duty within one week of receipt of posting order, this appointment will stand cancelled.

The seniority of the appointee in the cadre of Civil Judge Junior Division will be fixed later, by the High Court.

By order and in the name of the Governor of Goa.

Maria A. Rodrigues, Under Secretary (Law).

Panaji, 17th March, 1989.